

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.75 OF 2004
IN
SUMMARY SUIT NO.3955 OF 2003

Reuters India Pvt.Ltd. Plaintiff

V/s.

Narendra Singh Laxman Singh Rathore Defendant

Ms.Padmaja Dholakia i/b Dholakia Gupte & Co. for the
Plaintiff.

None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 19TH JANUARY, 2005.

P.C. :

1. The suit is filed to recover a sum of about Rs.1,98,784=53 ps. together with interest thereon. The claim is based on an agreement dated 26th April, 1999 under which the Plaintiff was to supply certain services regarding providing the information and/or materials and supports.

2. Clause 2 of the agreement provides for a notice period for cancelling the agreement. Clause 3.3 provides that the service fees would be payable as

per invoices to be raised which in turn were in accordance with the order form issued for the service the Defendant intending availing of.

3. The present suit is in respect of two such order forms, which admittedly were executed. The rate and period are specified in each of them. Both the order forms specify the notice period of cancellation to be 12 months in respect of each of the services to be rendered by the Plaintiff.

4. By a letter dated 11th May, 2000, the Defendant intimated the Plaintiff that it no longer require their services. However, despite the same it appears from the correspondence annexed to the plaint that the Defendant continued availing the Plaintiff's services. In any event, the Plaintiff has restricted its claim to the period ending May, 2001. Thus even assuming that notice dated 11th May, 2000 is to be taken into consideration, the claim is within the notice period specified in the order forms.

5. The Plaintiff had also raised necessary invoices and in fact forwarded the copies thereof to the Defendant as if evident by the letters dated 16th February, 2001 and 20th February, 2002 (Exhibits "J"

and "K" respectively). The Defendant failed and neglected to make payments of the aforesaid amounts.

6. No affidavit in reply has been filed. The Plaintiff has filed the compilation of the original documents. The same is taken on record and marked Exhibit "A" collectively.

. In the circumstances, the Summons for Judgment is made absolute. However, the interest after the date of the suit shall be at the rate of 12% p.a.

. Refund as per rules.

. For the purpose of refund of the court fees, parties including the Prothonotary and Senior Master are requested to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer of this Court.